

## Oklahoma Statutes Citationized

### Title 15. Contracts

#### Chapter 20 - Consumer Protection

#### Consumer Protection Act

#### Section 764.1 - Hearing Aid Providers - Contracts - Recission Period

Cite as: O.S. §, \_\_\_\_

#### A. As used in this section:

- "Hearing aid" means any wearable instrument or device designed or offered for the purpose of aiding or compensating for impaired human hearing and any parts, attachments, or accessories thereto, but excluding ear molds, batteries and cords. The term "hearing aid" does not include cochlear implants or cochlear prosthesis;
- "Hearing aid provider" means a hearing aid dealer or fitter licensed pursuant to Section [1-1750](#) et seq. of Title 63 of the Oklahoma Statutes, audiologist licensed pursuant to Section [1601](#) et seq. of Title 59 of the Oklahoma Statutes, or any other individual who dispenses hearing aids within this state; and
- "Rescission period" means thirty (30) calendar days from the day the hearing aid is placed in the possession of the purchaser.

#### B. A hearing aid provider shall provide a thirty-day rescission period on a hearing aid purchase consistent with the following terms:

- The purchaser shall have the right to cancel the purchase for any reason if the hearing aid is returned to the hearing aid provider in the same condition as when purchased, ordinary wear and tear excepted, within thirty (30) days of the date of receipt of the hearing aid. The thirty-day rescission period shall be tolled for any period during which the hearing aid provider takes possession or control of a hearing aid after its original delivery;
- The purchaser is entitled to receive a full refund of the purchase price, provided the hearing aid provider may be entitled to a cancellation fee no greater than ten percent (10%) of the total purchase price for the hearing aid or One Hundred Fifty Dollars (\$150.00) per hearing aid, whichever is less; and
- The hearing aid provider shall provide a written receipt or contract to the purchaser that includes, in immediate proximity to the space reserved for the signature of the purchaser, the following specific statement in all bold-faced type capital letters no smaller than the largest print used in the written receipt or contract:

OKLAHOMA STATE LAW GIVES THE PURCHASER THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON BY RETURNING THE HEARING AID TO THE HEARING AID PROVIDER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRTIETH CALENDAR DAY AFTER RECEIPT OF THE HEARING AID.

BY LAW, THE HEARING AID PROVIDER MAY BE ENTITLED TO A CANCELLATION FEE NOT TO EXCEED TEN PERCENT (10%) OF THE TOTAL PURCHASE PRICE FOR THE HEARING AID OR ONE HUNDRED FIFTY DOLLARS (\$150.00) PER HEARING AID, WHICHEVER IS LESS, TO COVER THE COSTS INCURRED BY THE HEARING AID PROVIDER.

IF THE PURCHASER RETURNS THE HEARING AID WITHIN THE THIRTY-DAY PERIOD, THE PURCHASER WILL RECEIVE A REFUND OF \$\_\_\_\_.00 (HEARING AID PROVIDER MUST INSERT THE DOLLAR AMOUNT OF THE REFUND).

IF THE HEARING AID PROVIDER FAILS TO COMPLY WITH THIS PROVISION, COMPLAINTS SHOULD BE FORWARDED TO:

OKLAHOMA **STATE DEPARTMENT OF HEALTH**  
 OCCUPATIONAL LICENSING DIVISION  
 1000 N.E. 10th STREET  
 OKLAHOMA CITY, OKLAHOMA 73105

C. Failure to comply with this section constitutes a deceptive trade practice. Hearing aid providers who violate this section shall be disciplined by the appropriate state licensing agency, in addition to any sanction provided for in the Oklahoma Consumer Protection Act.

#### Historical Data

Laws 2001, SB 662, c. 406, § 5, emerg. eff. June 4, 2001.

#### Citationizer® Summary of Documents Citing This Document

Cite Name Level

None Found.

#### Citationizer: Table of Authority

Cite Name	Level	
<b>Title 59. Professions and Occupations</b>		
Cite	Name	Level
<a href="#">59 O.S. 1601.</a>	<a href="#">Short Title</a>	<b>Cited</b>
<b>Title 63. Public Health and Safety</b>		
Cite	Name	Level
<a href="#">63 O.S. 1-1750.</a>	<a href="#">Rules and Regulations</a>	<b>Cited</b>